

31564

7/17/01

AGREEMENT

Made the 17th day of July, 2001, by and between H. H. Leonards Associates, t/a The Mansion on O Street, (hereinafter "Applicant"), and Dupont Circle Advisory Neighborhood Commission 2B (hereinafter "Protestant").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") an application (No. 31564) for renewal of its Retailer's license Class CX (Club) for premises 2020 O Street, N.W. (consisting of the first floor of 2020 O Street N.W., the first floor of what previously was known as 2018 O Street, N.W. and the kitchen area in the basement thereof); and,

WHEREAS, Protestant lodged with the Board a protest of said application; and,

WHEREAS, the parties subsequently have negotiated in a effort to resolve the issues raised by Protestant's objections to renewal of the license; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

NOW, THEREFORE, the parties agree as follows:

1. The Applicant shall serve alcoholic beverages on not more than 208 days per calendar year.
2. The Applicant shall not transfer its ABC license to any other party or to any other location zoned residential.
3. The Applicant shall conclude all events held at its premises not later than the hours of 11:30 p.m. on Sunday through Thursday evenings and 1:00 a.m. on Friday and Saturday evenings. The foregoing restrictions shall not apply to New Year's Eve.

4. The Applicant will not permit more than 200 persons to be present upon the licensed premises at any time, and shall not represent that it can accommodate larger parties.

5. The Applicant will accept vendor deliveries through its rear alley entrance only during the hours of 7:00 a.m. to 6:00 p.m. on Monday through Saturdays. No deliveries will be accepted on Sundays. All vehicles making deliveries to the establishment shall enter and exit the area utilizing only public access. Delivery trucks shall not utilize private property (other than as may be controlled by the Applicant) for parking.

6. The Applicant shall not permit vehicles holding more than twelve (12) of Applicant's members or guests to travel, or to load or unload, on O Street, N.W. All vehicles transporting more than twelve (12) of Applicant's members or guests shall load or unload passengers only at bus stops on 20th Street, N.W. (adjacent to "Second Story Books"), or New Hampshire Avenue, N.W. (adjacent to "The Front Page") or at Applicant's parking facility at 2012 P Street, N.W. All such vehicles shall, after unloading, proceed to the District's bus holding facilities. Applicant's members and guests in groups greater than twelve (12) in number shall be escorted to and from the site of vehicle unloading by a member of Applicant's staff.

The foregoing provisions of this Section 7 shall be made a part of each contract for events to be held at Applicant's premises. Applicant shall arrange all transportation requirements and details for events to be held at its premises.

Notwithstanding the foregoing provisions of this Section 7, and as provided in that certain agreement heretofore entered into with the Apolline Condominium, Protestant understands that attendance of senior governmental officials at functions held at Applicant's premises may necessitate security (including vehicle control) arrangements beyond Applicant's control or

direction. In any event, and to the extent permitted by governmental security agencies, Applicant shall furnish reasonable advance notice of such security requirements to Protestant.

7. The Applicant shall not offer any live or recorded music, nor shall it permit consumption of alcoholic beverages, on the outside of its premises.

8. The Applicant shall maintain signs at the exit to its premises stating: "This is a residential neighborhood - Please exit quietly."

9. At all functions attended by more than thirty (30) persons, the Applicant shall station a staff member at the entrance to its premises to ensure that members and guests enter and exit in an orderly manner and disperse immediately upon exit.

10. Applicant will store its trash in secure containers on such private property as it may be entitled to utilize until such is retrieved by Applicant's hauler. Applicant will ensure that its hauler will pick up from Applicant's premises only during the hours: 7:00 a.m. to 7:00 p.m. Monday through Friday; and 9:00 a.m. to 7:00 p.m. on Saturday. No trash pickups will be permitted on Sunday.

11. Applicant shall not permit its members or guests to double park in the 2000 block of O Street, N.W., except for immediate loading or unloading of vehicles holding twelve (12) or fewer passengers. Protestant agrees to discontinue efforts to eliminate the existing "No Parking Entrance" zone immediately in front of the Applicant's premises (and to notify appropriate governmental agencies that it does not desire elimination of said zone). Applicant shall not seek to establish a "Loading Zone" or additional "No Parking Entrance" zones on O Street, N.W.

12. Applicant will make known to its members and guests, and encourage its members and guests to utilize, the eighteen (18) private parking spaces to the rear of its premises

and the private parking lot at 2012 P Street, N.W., which lot Applicant is authorized to utilize after 5:00 p.m. on weekdays, and all day on weekends and holidays. Additionally, Applicant will furnish to its members a list of the twenty-one (21) commercial parking lots presently located within three (3) blocks of the premises.

13. Applicant shall keep the public and private space immediately adjacent to the subject premises reasonably clean and free of trash and litter, and shall police such space not less often than once per day.

14. At all evening functions at which fifty (50) or more guests are expected, Applicant shall provide sufficient off street valet parking. On such occasions, Applicant shall not allow arriving vehicles to block the access of area residents to their homes and parking lots, or to load or unload in front of their homes.

15. Employees of the Applicant, and members of the Applicant and their guests, shall park only on space owned or leased by the Applicant.

16. Holiday decoration lighting shall be displayed only during the periods November 15 - January 15 and February 7 - February 14.

17. From time to time, Applicant shall designate a representative as the point of contact for communications from Protestant and neighborhood residents. Applicant designates Paul Ingenito (its Chef and Manager) as its initial contact person. In the event circumstances later shall require that a substitute be designated, Applicant shall notify Protestant in writing of the identity of such substitute.

18. Applicant acknowledges that failure to adhere to the restrictions recited in paragraphs 1 through 17, inclusive, above, will constitute grounds for the Protestant to petition

the Board for issuance of an Order to Show Cause, pursuant to 23 D.C. Code §25-446 to gain Applicant's compliance with the terms of this Agreement. Prior to so petitioning, however, the Protestant shall notify Applicant of any perceived violations and afford Applicant a minimum of fourteen (14) calendar days in which to address or rectify the perceived violation.

19. The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Applicant's renewal application, conditioned upon Applicant's compliance with the terms hereof.

20. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestant requests hereby that its protest of Applicant's application for renewal of the subject Retailer's License Class CX be deemed withdrawn.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the
year and day first above written.

H. H. LEONARDS ASSOCIATES

By: 

H. H. Leonards
President

DUPONT CIRCLE ADVISORY
NEIGHBORHOOD COMMISSION 2B

By: 

Vicent Micone
Chair

m/H.H.Leonards Letters.wpd

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

H.H. Leonards Associates
T/a The Mansion on O Street

Application for a Retailer's
Class CX - renewal
at premises

2020 O Street, NW
Washington, DC 2000

Case No. 31564-00093P

**Vince Micone, Chairperson, Advisory Neighborhood Commission 2B
(ANC 2B), Protestant**

Stephen J. O'Brien, Esquire, on behalf of Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA M. ABBOTT, MEMBER
CHARLES A. BURGER, MEMBER
LAURIE COLLINS, MEMBER
JUDY A. MOY, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
AUDREY E. THOMPSON, MEMBER**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on July 5, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from Kyle Pitsor, ANC 2B Chair, dated June 20, 2000. Vince Micone was subsequently instated as ANC 2B Chair.

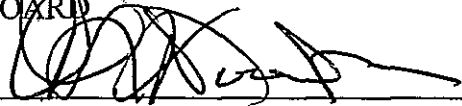
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated July 17, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

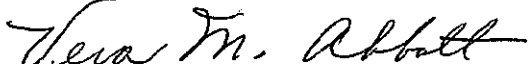
HH Leonards Associates
T/a The Mansion on O Street
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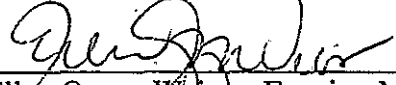
Accordingly, it is this *8th* day of *August* 2001, **ORDERED** that:

1. The opposition of Vince Micone, Chair, ANC 2B, be, and the same hereby is **WITHDRAWN**;
2. The application of H.H. Leonards Associates, t/a The Mansion on O Street, for a retailer's class CX license (renewal) at premises 2020 O Street, NW, Washington, DC, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

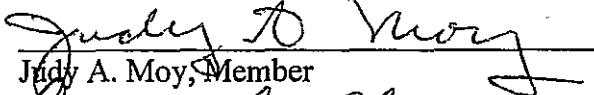
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD



Roderic L. Woodson, Esquire, Chair


Vera M. Abbott, Member


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